

RIDER NUMBER 1

SFO #88-100

TENANT DESIGN AND BUILD-OUT

A. GENERAL

The provisions of this Rider are an extension and further explanation of the requirements of the Solicitation for Offers (the "SFO"), and set forth the Government's and Lessor's responsibilities in connection with the improvements (the "Tenant Improvements") to be made to the space leased hereunder (the "Leased Premises") over the base building requirements.

The Tenant Improvements shall consist of the improvements to the Leased Premises that will result from the performance of the work and the installation of the materials (1) specified in the basic requirements of the SFO, (2) specified as additional requirements in those sections of the SFO titled "Special Requirements", and (3) requested by the Government which are in addition to or in lieu of the basic requirements and the "Special Requirements" of the SFO. The portion of the Tenant Improvements described in (1) above are hereinafter referred to as the "SFO-Standard Improvements", the portion of the Tenant Improvements described in (2) above are hereinafter referred to as the "Above-Standard Improvements", and the portion of the Tenant Improvements described in (3) above are hereinafter referred to as "Extra Tenant Build-out".

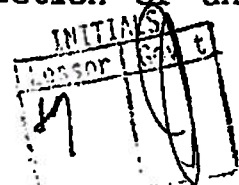
The schedule in this Rider anticipates the design and installation of the Tenant Improvements will be done in six (6) approximately equal phases.

The time periods within the body of this Rider are specified in calendar days except as otherwise noted. Unless otherwise noted, all reference within this document to square footage shall mean net usable square feet ("NUSF").

The value of the work and materials to complete the Above Standard Improvements as amended and clarified is \$6,522,214.** The Government at its sole discretion reserves the right to have the Lessor compete, under the Governments' supervision, any portion of the Above Standard Improvements.

The time periods specified within the body of this Rider are the maximums allowed for each activity. Either the Government or the Lessor may accelerate completion of an

** (as set forth in Best and Final Offer Cost Summary dated July 8, 1991)



activity at the option of the Lessor should the time frame pertain to the Lessor; or at the option of the Government, should the time frame pertain to the Government. In either case, the other party shall be under no obligation to begin or complete subsequent tasks sooner than the dates specified by this Rider, ~~unless the terms and provisions of the following sentence apply.~~ If the Lessor desires to accelerate the schedule for any phase, the following conditions must be met: (1) the Lessor must notify the Government 30 days in advance of the intent for schedule acceleration and (2) the Government must agree in writing to the schedule acceleration, in which event the delivery dates for the current and subsequent phases shall be adjusted to account for the acceleration. The Government, at its sole discretion, may agree to acceleration of the schedule but is under no obligation to do so.

B. BASE BUILDING DRAWINGS

Within 30 days of lease award, the Lessor shall deliver to the Government, 1/8" CADD generated master base building drawings (as such term is defined in paragraph 3.1.1 of Attachment C to SFO #88-100) in both print and disk format which are at least 90% complete.

C. DESIGN INTENT DRAWINGS

The Lessor, in accordance with the terms of Attachment C to SFO #88-100 shall complete design intent drawings for the initial phase no later than ninety (90) days after award of the lease. Approved design intent drawings (the "Design Intent Drawings") will include partition and door types and layouts, location of telephone and electric outlets, location of furniture and equipment, specifications necessary for calculation of structural, electrical and HVAC loads and each of the items specified in paragraph 5.4 of Attachment C to SFO #88-100. Design intent drawings for the second phase will be delivered no later than sixty-five (65) days following the delivery of the initial phase design intents. Design intent drawings for the third phase will be delivered no later than sixty-five (65) days following the delivery of the second phase design intents. Design intent drawings for remaining phases will be delivered no later than every forty-five (45) days. All design intent drawings will be prepared at Lessor's sole cost and expense.

The Government time required for the formal review and approval of submissions will be fourteen (14) days from presentation to approval. Formal approval is required for the following items:

Final Building Block Plans (Initial Phase Only)
Final Design Development Drawings
Interior Design Program (Initial Phase Only)

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**Assignment Drawings
Working Drawings**

During the development of design intent drawings for each phase, the Government will informally review and approve as required the following:

1. Project Referral List
2. Project Schedule
3. Formats
4. Reports (conference, telephone progress)
5. Base drawing Overlays
6. Base Drawings
7. All Preliminary Submissions

No schedule time is to be allocated for informal review.

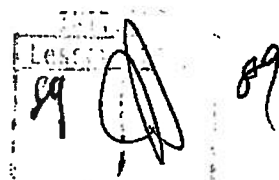
All formal submissions are subject to update and editing to reflect GSA/client-agency feedback. Submittals must be corrected to include additional input/formatting from the Government. If corrections are required, the Contractor will have seven (7) days in which to amend the submission and return to GSA for formal approval. Upon receipt of the appropriately corrected drawings from the Lessor, the Government will have three (3) working days in which to issue the approval.

The Lessor shall be aware that approvals of the Space Planning and Design-Development drawings will be coordinated through the following entities by the GSA; (1) Client-agency for overall approval, (2) GSA Space Planning Section for layout and design approval, (3) GSA Real Estate Division for utilization and space economy, (4) GSA Accident and Fire Prevention Branch for lifesafety concurrences.

The reviews for all submissions for each phase shall not overlap one another. It is essential that the Lessor be cognizant of the requirements of the various entities.


D. WORKING DRAWINGS

Upon final approval of the Design Intent Drawings for each phase by the Government, the Lessor will have no more than thirty (30) days in which to prepare at its own expense, and submit to the Government, for the Government's review and approval, final and complete working drawings and specifications ("the Working Drawings") for each phase. The Working Drawings shall consist of final and complete architectural, structural, mechanical, and electrical drawings and specifications for the Tenant Improvements, and must be in compliance with the requirements of the Design Intent Drawings.



Upon receipt of the completed Working Drawings from the Lessor, the Government will have twenty-eight (28) days in which to review said submission, and to either: (1) accept the Working Drawings as to conformance to the requirements of the Design Intent Drawings, and issue a notice to the Lessor to proceed with all work pursuant to the aforementioned provisions of the lease; or (2) provide the Lessor with written comments identifying defects and omissions to the Working Drawings and request revised Working Drawings be submitted to the Government for its further review and approval. If corrections are required, the Lessor will have fourteen (14) days in which to make the necessary corrections and resubmit the drawings to the Government for review and approval. Upon receipt of the appropriately corrected drawings from the Lessor, the Government will have seven (7) days in which to complete its review and approval. In the event that the Lessor fails to submit the required revised and corrected working drawings within the specified time frame, or if the revised Working Drawings submitted by the Lessor to the Government are not acceptable, the Lessor shall be subject to the delay provisions of paragraph "I" of this Rider. Should revisions requested by the Government include modifications to the Working Drawings that are outside the scope of work shown on the approved Design Intent Drawings, the Government shall be responsible for any delay or additional time required to prepare revised Working Drawings.

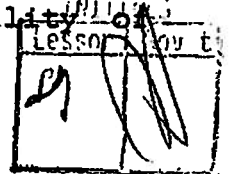
E. GOVERNMENT REVIEW AND ACCEPTANCE

 The Government's review and acceptance of each phase of Working Drawings is limited as to their conformance to the specific requirements of the SFO and the approved Design Intent Drawings. The Contracting Officer reserves the right to reject any aspect of the working drawings and specifications which are not in accordance with those requirements, and ~~which~~ which would adversely affect the Government's use and occupancy of the space as set forth in the lease.

Notwithstanding the Government's acceptance of each phase of the Working Drawings, the Lessor is solely responsible and liable for the technical accuracy of the Working Drawings in meeting all requirements and provisions of the lease.

F. CONSTRUCTION SCHEDULE

Upon its receipt of written Notice To Proceed authorizing the Tenant Improvements for each phase, the Lessor shall complete such improvements within one hundred and twenty-five (125 days) from the issuance of the Notice To Proceed unless the same may be extended by mutual agreement. If an extended completion schedule is proposed due to the complexity of any given phase or the unavailability of



materials necessary to meet the requirements specified by the Government, the Lessor shall provide to GSA a written request for approval explaining the rationale for the extension and any additional documentation supporting the need for additional time to complete the Tenant Improvements. Any request for same shall be made at the time of submission of the Working Drawings. Completion of Tenant Improvements shall not be extended unless the extension of the completion of schedule is approved in writing by the Contracting Officer.

The Lessor shall commence tenant build-out when the Government has accepted the Working Drawings and issued a written Notice To Proceed for the Tenant Improvements. Such Notice To Proceed may be issued prior to final agreement on firm, fixed-price(s) and/or extended completion schedule.

Within fifteen (15) days of the issuance of the Notice to Proceed, the Lessor shall submit to the Government a quantity take-off proposal (phase-by-phase, calculating allowance quantities) which shows all SFO-Standard unit cost items provided in the SFO and used per the drawings and a cost proposal which complies with the "Proposals for Adjustments" section of the General Clauses for all Extra Tenant Build-out and for all modifications to the Special Requirements and the lease which have not been previously negotiated. With this proposal the Lessor shall also submit a detailed construction schedule showing how the completion of the work will be accomplished.

The Government reserves the right to access any space within the building for the purpose of installing Government furnished equipment. It is understood that the Government will be performing work in the space under separate contract prior to substantial completion of Lessor's improvements. The detailed construction schedule will be used to coordinate the tasks of these other contractors and to monitor Lessor's progress. The Government shall coordinate, with Lessor, the activity of Government contractors in order to minimize conflicts with and disruption to other contractors on site. Any delay caused by the Government or any separate Government contractor shall be the responsibility of the Government. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors or consultants acting on the behalf of the Government with respect to this specific project. Any delay caused by the Lessor or his contractors in the work to be done by the Government shall be the responsibility of the Lessor.

The Government shall not be liable for any costs due to changes or revisions in the requirements of this project which would change the scope of this contract as originally negotiated and agreed to unless such changes or revisions

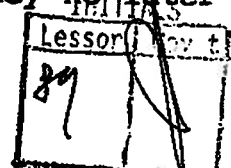
are authorized and approved by the Contracting Officer in writing. Any request for changes or revisions received by the Government shall, therefore, be referred to the Contracting Officer for his approval.

Lessor must provide a temporary construction office for use by the Government during the tenant build-out. The office will be approximately 500 square feet and contain one (1) conference room (200 square feet) and three (3) individual offices (80 square feet each). Adequate circulation space must be provided. Eight (8) duplex and four (4) telephone outlets shall be provided. Durable floor covering, a finished wall surface and adequate lighting must also be provided throughout the space. Lessor will provide HVAC, electric and janitorial services and supplies. One sink and one toilet shall be accessible to the space. The construction office will have a lock on the entry door. Keys are to be provided to the Contracting Officer.

G. ACCEPTANCE OF SPACE

The Government shall accept and occupy the space on a phase-by-phase basis. The Government shall pay pro-rata rent upon inspection and acceptance of the space by the Government as substantially complete. The Lessor shall notify the Government in writing at least five (5) days before the space will be complete and ready for inspection. The Government shall then have until the ninth (9th) day following said notification to inspect the space for acceptance. The Lessor must have obtained a certificate of occupancy from the local code official prior to the Government inspection. The entire phase must be substantially complete, excluding minor "punch list" items, in order for the Government to accept the space. The Lessor agrees to complete punch list items identified by the Government no later than thirty (30) days following Government acceptance of each phase, unless a longer period for a particular item or items is agreed to taking into account the nature and intent of the punch list item. Final acceptance of the space shall not occur until all punch list items are complete and verified in writing by the Government. The phrase "substantially complete" shall mean the Tenant Improvements, the common and other areas of the building, and all other things necessary for the Government's access to the Leased Premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

but subject to Government delay and force majeure (see General Clause)
The above time frames notwithstanding, the first phase must be ready for occupancy no later than January 1993 and the offered space must be ready for complete occupancy no later than July 1993.



Notwithstanding anything to the contrary in this Rider 1, the obligation of the Government to pay rent shall not commence prior to the Lessor's completion of the base building.

H. LEASE COMMENCEMENT

The Government will issue a Supplemental Lease Agreement establishing the Lease Commencement Date after final acceptance of all phases, and equitably adjust the rent specified in the lease to reflect the establishment of the Lease Commencement Date.

The composite lease commencement date will also become the anniversary date for the purpose of tax and operating cost escalations. The composite lease commencement date shall be the weighted average of the final acceptance dates for the various phases. The "weighted average" shall be computed by taking into account the proportion of the space delivered on each final acceptance date to the total amount of space to be delivered.

The lease expiration date will be 20 years after the lease commencement date.

I. DELAYS

1. Lessor Delay. Failure by the Lessor to meet the time frames established in the lease, except where such failure is excused under Clause 2 of the General Clauses, GSA Form 3517, shall be considered Lessor delay. If the Government is unable to meet any of its obligations under the lease or is otherwise unable to occupy the Leased Premises within the time frames contemplated by the schedule set forth above, ("schedule" refers to the time frames set out in the lease for delivery of Design Intent Drawings, Working Drawings, review and approval and construction), as a result of Lessor delay, the Government's remedies for such Lessor delay shall include but not be limited to: (1) an extension of time for meeting those Government obligations which are conditioned on the prior timely performance of the Lessor; (2) an extension of the rent commencement date; (3) liquidated damages as set forth in the lease.
2. Government's Delay. The Government's failure to perform its obligations within the time frames established in the lease, except where such failure is excused by force majeure, shall be considered Government delay. If the Lessor is unable to meet any of its obligations under this lease or otherwise unable to deliver the premises within the time frame

contemplated by the schedule set forth in this Lease Contract, ("schedule" has the same meaning as in "1" above), as a result of Government delay, the lessor's remedies for such Government delay shall include the acceleration of the acceptance date for which the space is considered delivered by the Lessor by the number of days equal to the days of Government delay.

J. DEFINITIONS

1. Tenant Build-out. "Tenant build-out," for purposes of this Lease, is defined as all the work and initial space alterations required by the SFO, as amended, to prepare the space for occupancy by the Government.
2. Phase. A "phase", for purposes of this Lease, is defined as a portion of the space leased to the Government which is being treated as a single unit for purposes of design and construction of the Tenant Improvements and for the delivery and acceptance by the Government.
3. Delivery of Space. "Delivery of Space" are intended to mean substantial completion of the construction obligation of the Lessor, as described herein, except for the completion of minor punch list items.
4. Extra Tenant Build-out. "Extra tenant build-out," for purposes of this lease, is defined as any work performed by the Lessor which is in addition to the building standard or special requirements specified in SFO #88-100 as amended, including any extra work to be performed by the Lessor in order to meet the performance requirements of the lease which is necessitated solely because of the Government's changes.

K. SPECIAL REQUIREMENT

1. Performance Specifications - see next page

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Lessor agrees to provide the scope of work as contained in the Special Requirements section of the SFO, as amended, at a cost of \$6,522,214.00. Upon completion of construction and acceptance of each phase of the Tenant Improvements by the Government, the Government shall pay the proportion of the cost of the Special Requirements included in the applicable phase. The right to proportional payment is subject to the Government's right of retainage for punchlist items based on the inspection reports. At the Government's election, it may amortize the cost of the Special Requirements over the term of the lease.

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The following are certain clarifications to Form 3517 - General Clauses:

¶12. Substitution of Tenant Agency

Clause: "The Government reserves the right to substitute any agency(ies) for the agency (ies) named in this lease at any time after the offer or during the term of this lease. Substitution of tenant agency will be limited to general office and related use, including all uses required in this lease. [The foregoing sentence shall not apply so long as the Government continues to lease not less than 90% of the space indicated in this lease.]"

¶13. Subletting The Premises

Clause: "The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. If the Government wishes to sublease all or any portion of the premises, such sublease shall be subject to lessor's prior written approval, which approval shall not be unreasonably withheld. Lessor shall respond in writing within thirty days to any request submitted by the Government regarding a proposed sublease. If lessor does not respond in writing within thirty days to any request submitted by the Government regarding a proposed sublease, it is deemed to have approved said request. If lessor does not approve the sublease request, unless the Government withdraws its request in writing within 10 days after receipt of lessor's disapproval notice, lessor will retake possession of that portion of the space, and thereafter such surrendered portion shall no longer be subject to the lease, and the annual rent, tax adjustments and operating cost increases payable by the Government shall be reduced pro rata."

¶14. Alterations

Clause: "Subject to the Lessor's consent, the Government may [shall have the right to], during the existence of this lease, make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. The Lessor shall not unreasonably withhold consent. The fixtures, additions or structures so placed in, on upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space."

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¶15. Failure In Performance

Clause: "The covenant to pay rent and the covenant to provide any services, utility, maintenance, or repair required under this contract lease are dependent. If the lessor fails to provide any of these items, the Contracting Officer shall, except in case of emergencies when written notice is waived, give the Lessor written notice specifying the failure and providing a period of time in which to cure the failure. If the Lessor does not remedy the failure within the allotted time, or any extension granted, the Government may by contract or otherwise perform the service, maintenance, utility, or repair and charge to the Lessor any cost incurred by the Government that is related to the performance of such service, maintenance, etc., including any administrative costs and deduct such cost from any rental payments. Alternatively, the Government may reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Contracting Officer. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in the law."

¶___. Subordination, Non-Disturbance and Attornment

a. Lessor warrants that it holds such title to or other interest in the Premises and other property as is necessary to the Government's access to the Premises and full use and enjoyment thereof in accordance with the provisions of this Lease. Government agrees, in consideration of the warranties and conditions set forth in this Clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Government agrees, however, within twenty (20) Business Days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Premises.

b. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all

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notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this Clause.

c. In the event of any sale of the Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers and transferees, with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

1. Estoppel Letter

a. The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the Building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this Clause and, if such is the case, that (i) that this Lease has not been modified and is in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating or attaching the modifications); (ii) the date to which the rent and other charges have been paid in advance, if any; (iii) whether any Event of Default has occurred; and (iv) whether any cure notice is outstanding in connection with a potential Event of Default.

b. Letters issued pursuant to this Clause are subject to the following conditions:


(1) that they are based solely upon a reasonably diligent review of the Contracting Officer's Lease file as of the date of issuance;

(2) that the Government shall not be held liable because of a latent defect in or condition of the Premises or Building of which the Contracting Officer has no actual knowledge, nor for any defect in or condition of the Premises or Building discoverable upon reasonable prepurchase or precommitment inspection by an architect, engineer or other qualified consultant acting on behalf of the Lessor, prospective lender or purchaser;

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(3) that the Contracting Officer does not warrant or represent that the Premises or Building comply with applicable Federal, state and local law; and

(4) that the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, state and local government officials.

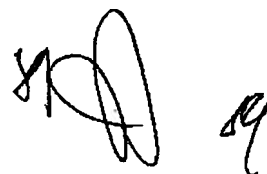
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¶ EXTRA NOTICE

The Government shall send a copy of all notices sent to the Lessor to Portals Confederation Corporation at the following address:

Portals Confederation Corporation
c/o Confederation Life Insurance Co.
321 Bloor Street East
Toronto, Ontario, Canada M4W-1H1

Handwritten signature and initials in the bottom right corner of the page.

for use by the Federal Communications Commission as its continued principal headquarters. *sg*

RIDER NUMBER 3

SFO #88-100

PURCHASE OPTION

The Government shall have the assignable right to purchase the demised premises described in paragraph 1 of the SF2 to this lease at the price of [REDACTED] per WBR sq. ft. (315,480 sq. ft.) as increased from the date of initial occupancy under the lease executed as a result of SFO #88-100 by greater of either:

- 1) Annual percentage increases in the CPI; or,
- 2) Five percent (5%) per annum.

Any applicable sales, transfer, recordation or the similar taxes shall be equally borne by the Seller and Purchaser.

Said interest will be described as a condominium unit in a condominium consisting of Portals Building C located at 445 12th St., SW, Washington, DC. Said condominium to be created at the sole cost and expense of the owner.

Said purchase to occur 20 years from the date of initial occupancy under the lease upon 365 days minimum notice.

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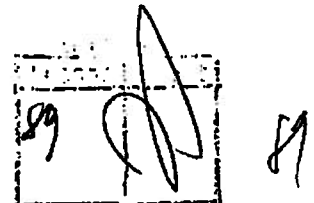
Federal Communications Commission Headquarters Building
The Portals
445 Twelfth Street, S.W.
Washington, D.C. 20024

The proposed FCC Headquarters Building has been carefully planned as a build-to-suit facility to satisfy the Commission's stated objectives over the next several decades.

Outlined below are some of the features and source selection criteria which the proposed headquarters building at The Portals will provide the Federal Communications Commission.

BUILDING EFFICIENCY

Floor Size	Large repetitive floor plates with flexibility for horizontal and vertical departmentalization.
Column Spacing	Regular rectangular 30' X 30' and 30' X 32' bay spacing provides flexibility for partition layout and systems furniture layout.
Mullion Spacing	The building perimeter has a typical uniform mullion module of 5'-0".
Core Efficiency	<p>The ratio of GSF to NUSF for the FCC-occupied area is 89%.</p> <p>A compact dedicated central core contains FCC's passenger elevators, oversized freight elevator, stairs, men's and women's toilets, FCC telecommunications closets, and mechanical and electrical rooms.</p>
Organization	<p>The building complies with adjacency and access requirements established by the Commission. Included in the basic planning and contemplated layout are the following features:</p> <p><u>Service Support Level (Elevation +35')</u></p> <p>Provides FCC-dedicated loading docks and freight elevator with the Main Computer Room, Print Plant, Mail Room, and Supply Area all within close proximity. Service functions at this level are connected by a dedicated corridor -- secure from non-FCC traffic.</p>



Below the loading dock area and adjacent to the FCC freight elevator on the Entrance Level is the Records area. Directly below the Service Support Level Mail Room is the Fee Collection Room which is located on the Entrance Level.

Enhanced floor loading will be provided for the entire Service Support Level.

Entrance Level (Elevation +23)

Commission Meeting Rooms are directly accessible from the FCC-dedicated main entrance lobby. Also located at this level are the Fee Room (directly below the mail room), Library, and Hearing Rooms (with adjacent Robing and Witness rooms).

Enhanced floor loading capacity is provided where required by FCC functions on the Entrance Level.

Telecommunications Riser Spine

Rising in a straight line from the lowest occupied level to the designated antenna area on the roof is the main telecommunications riser system. The riser passes through the stacked FCC Telecommunications Wire Closets.

Satellite Computer Rooms are contiguous with the Telecommunications Wire Closets on each office floor. The telecommunications riser is centrally located on the floors and runs adjacent to the secured Main Computer room.

The FOB Communications Room is adjacent to the Telecommunications Wire Closet on the sixth floor. The Communications Room will be connected to the unobstructed FCC antenna area located directly above on the penthouse roof.

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Executive Office Levels (7th and 8th Floors)

Executive offices will be located on the larger top floors. These floors provide additional toilets and mechanical equipment in addition to the typical service core serving these offices.

The floors will offer spectacular views overlooking the Potomac River, Southwest waterfront, national monuments and park areas.

Kitchen facilities will be provided adjacent to the Chairman's Suite as required by the Commission.

NEIGHBORHOOD

Quality

The Portals' award-winning master plan is being executed by nationally recognized design firms under the review of the Commission of Fine Arts.

The Portals is a carefully planned mixed-use development which includes a full-service Fairmont Hotel, shops, restaurants, and quality office space in a landscaped urban environment.

Setting

The FCC Headquarters building is adjacent to the park-like riverfront and monument environment. Splendid urban and river views are featured along with pedestrian access to the Tidal Basin and the Washington Channel Southwest Waterfront.

The area provides a professional environment with nearby headquarters and offices for Blue Cross, USPS, ITC, National College of Obstetrics and Gynecology, Martin Marietta, and COMSAT.

Streets & Sidewalks

Streets and sidewalks adjacent to the proposed building are currently being built or upgraded by The Portals' developer. All sidewalks, drives, and landscaping in and around the Headquarters building will be maintained in a first-class manner.

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The dedicated entrance area will feature landscaping and an off-street drop-off with large canopy serving only the FCC Headquarters building.

Dedicated FCC truck loading area directly accessible from the street but not visible from main entrance.

Uniform Federal Accessibility Standards will be maintained and handicapped curb cuts will be provided along the path to Metrorail.

Amenities

The Phase I Office Building at The Portals will offer two moderately priced food service facilities, financial service, and other support retail functions located along the landscaped Maryland Avenue circle now being constructed.

The 486-suite Fairmont Hotel will have a variety of five restaurants, numerous meeting rooms, and conference facilities.

Additional food service facilities will be provided adjacent to the landscaped courtyard directly west of the FCC Headquarters.

The Southwest Waterfront features a combination of moderately-priced restaurants, marinas, and hotels within a short and pleasant walk. L'Enfant Plaza's shopping, food service, and hotel facilities are also within a short walk.

Transportation

The site is conveniently located between two Metrorail stations within 2,000 walkable feet, serving the Blue, Orange, Green, and Yellow lines.

The site offers direct automobile and Metrorail access to National Airport, and is convenient to freeway system access to Dulles and BWI Airports.

Airport buses providing periodic direct service to all airports will connect at the Fairmont Hotel serving The Portals complex.

Over 1100 underground parking spaces are available in Phase I and II Office buildings. 500 parking spaces will be provided in Phase II

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within the proposed FCC Headquarters Building. Additional underground parking will be provided under the Fairmont Hotel.

11 dedicated FCC parking spaces have been designated directly adjacent to the elevator core on the highest underground level. Two underground handicapped van spaces with 9'-6" vertical clearance have been provided in addition to other designated handicapped spaces.

Day Care

A licensed daycare center with its own dedicated contiguous off-street outdoor play area has been located in the adjacent Phase I building now under construction.

Athletic Facilities

An athletic center is being constructed in the Phase I office building. The Tidal Basin area jogging paths will be accessed from The Portals via a planned pedestrian bridge and waterfront park. L'Enfant Plaza offers a full service athletic club with swimming pool. The Fairmont Hotel will feature an outdoor pool and health club.

Public outdoor and enclosed year-around tennis courts are available just across the Washington Channel. A pedestrian bridge to cross the Channel is currently being planned by the City as part of a programmed improvement which would connect with the waterfront park and The Portals.

BUILDING DESIGN

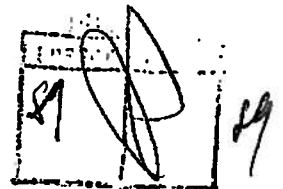
Exterior

High-quality, award-winning master plan and building design which has been reviewed and approved by the Commission of Fine Arts.

Energy-efficient exterior cladding system which combines several low-maintenance high-quality materials including brick and cast stone.

FCC Headquarters Building is set-back from the street and affords a landscaped dedicated drop-off entrance with canopy.

Quality planned environment will be maintained by the Owners of The Portals for the benefit of its occupants over the life of the project.



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FCC Headquarters Building
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Entrance Lobby

Dedicated 2-story FCC main entrance lobby with coordinated fine stone, woodwork details, and recessed lighting commensurate with a first-class office building.

Lobby design to be reviewed with FCC and GSA before working drawings are completed. Materials will be submitted to FCC and GSA for review before final specification.

Loading Area

Three dedicated and secured loading docks with FCC truck parking area. Dock overhead doors will secure the Service Support Level corridors and related functions.

Dedicated Core

Elevators serving the FCC space will be solely for FCC use. FCC may control by key, administrative designation or electronic restriction access and circulation to any elevator lobby or level without affecting other occupants of the building or complex. FCC could change such provisions and programming, if it determines such change would be advisable, over the term of its occupancy without interfering with other occupants' access or needs at any time in the future.

All elevator lobbies serving the FCC space are solely for the benefit of FCC.

Exterior Access


Public entrances to exterior have been limited. No through traffic or non-FCC related uses are located in FCC's areas.

No retail space which would conflict with either FCC's security or institutional image will be located near the FCC's entrance. The entire Twelfth Street face of the building will be dedicated to FCC.

Telecommunications Premise

Distribution System See attached description.

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AVAILABILITY OF COMMERCIAL OFFICE SPACE

Portals Project

1201 Maine Avenue (the "Communications Bar Building") is adjacent to the FCC Headquarters Building and will provide 240,000 sf. The Phase I Office building, 1250 Maryland Avenue, now under construction, provides 440,000 sf of office space.

Phases III and IV of The Portals will add approximately 1.4 million sf of additional office space within five years after completion of the FCC Headquarters building. These projects also provide additional amenities and services.

The developer of The Portals will give priority to FCC related tenants in adjacent buildings.

Other Space

L'Enfant Plaza, the Aerospace Building, The Portal Building and other private office buildings have additional space available within a short walking distance.

OFFEROR QUALIFICATIONS

Management Plan

The FCC Headquarters will be operated in accordance with high standards established in the detailed management plan.

The building will be under the direction of a Certified Property Manager and an experienced staff of personnel commensurate with the high quality of development proposed for The Portals.

Owners

The Owners of The Portals include an experienced and well capitalized development team composed of the following members:

Republic Properties Corporation -- principals of Republic Properties have been involved in the development of major complex landmark structures including Market Square and Washington Harbour.

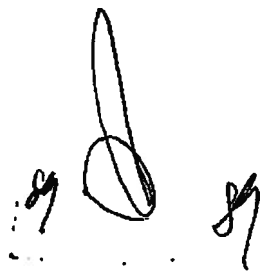
Confederation Life Insurance Company -- Confederation Life is one of the largest financial services companies in North America. It has extensive quality real estate holdings and assets.

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Execution

The project has been designed by a team of nationally recognized and locally experienced design firms. The project is being constructed by contractors with extensive experience in the successful delivery of complex quality buildings.

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RIDER NUMBER 5

SFO #88-100

ALTERNATE PROPOSALS

The alternates are listed in order of priority and any or all of the alternates may be selected by the Government. The intent of an alternate is that it should replace a feature of the construction and that all features affected are to be altered along with the specific alternate. Should an alternate be selected, then the features it replaces will be deleted from the requirements. But everything required to accomodate the alternate will become the new requirement.

For example, if the raised floor alternate is selected, then all other features affected by that must also be modified to accomodate the raised floor such as walls, doors, electrical outlets, telephone outlets, areas of special floor load within the raised floor area, and all other architectural, electrical, mechanical, structural and maintenance features.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-10 - DEFINITIONS (JUN 1985)

- (a) The terms "contract" and "Contractor" shall mean "lease" and "Lessor," respectively.
- (b) If the lease is a sub-lease, the term "Lessor" means the sub-lessor.
- (c) The term "Lessor shall provide" means the Lessor shall furnish and install.

2. 552.270-28 - TIME EXTENSIONS (JUN 1985)

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

3. 552.270-29 - TERMINATION FOR DEFAULT (JUN 1985)

If the Lessor fails to prosecute the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time, or if the Lessor fails to complete said work within such time, the Government may, by written notice to the Lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the Lessor and his sureties shall be liable for any damage to the Government resulting from his failure to deliver the premises ready for occupancy within the specified time.

4. 52.203-1 - OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

5. 552.270-27 - DELIVERY AND CONDITION (JUN 1985)

Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is ready to occupy.

6. 552.270-30 - PROGRESSIVE OCCUPANCY (JUN 1985)

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis. Rental payments shall become due on the first workday of the month following the month in which an increment of space is occupied, except that should an increment of space be occupied after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was occupied. The commencement date of the firm term will be a composite determined from all dates of incremental occupancy.

7. MEASUREMENT FOR PAYMENT (APR 1984)

When space is offered and accepted, the space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space which is in excess of the maximum square footage solicited.

8. 552.270-26 - IF MINIMUM NOT DELIVERED (JUN 1985)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

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9. 552.270-16 - INSPECTION OF PREMISES (MAY 1989)

At all times after receipt of offers, prior to or after acceptance of any offers, or during any construction, remodeling, or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, must be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met. Additionally, the Government reserves the right, upon reasonable notice, to:

- (a) inspect and perform bulk sampling and analysis of suspected asbestos-containing materials;
- (b) monitor the air for asbestos fibers in the space offered or under lease as well as other areas of the building deemed necessary by the Contracting Officer;
- (c) inspect the premises for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances (e.g. PCB's);
- (d) inspect the site upon which the space is offered for any current or past hazardous waste operations, and ensure that appropriate mitigating actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local regulations.

10. 552.270-14 - CONDITION REPORT (JUN 1985)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

11. 552.270-13 - DAMAGE BY FIRE OR OTHER CASUALTY (JUN 1985)

If the said premises be destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days thereafter; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

12. SUBSTITUTION OF TENANT AGENCY (APR 1984)

The Government reserves the right to substitute any agency(ies) for the agency(ies) named in this solicitation at any time after the offer or during the term of the lease.

13. 552.270-11 - SUBLETTING THE PREMISES (JUN 1985)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

14. 552.270-19 - ALTERATIONS (JUN 1985)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

15. 552.270-17 - FAILURE IN PERFORMANCE (JUN 1985)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are dependent. In the event of failure by the Lessor to provide any of these items, the Government may by contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Government that is related to the performance of such service, maintenance, etc., including any administrative costs, and deduct such cost from any rental payments. Alternately, the Government may reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Contracting Officer. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in the law.

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16. 552.270-12 - MAINTENANCE OF PREMISES (JUN 1985)

The Lessor shall maintain the demised premises, including the building and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

17. 552.270-21 - CHANGES (JUN 1985)

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications.
- (2) Work or services.
- (3) Amount of space.
- (4) Facilities or space layout.

(b) If any such change causes an increase or decrease in the Lessor's cost of, or the time required for, performance under this contract, whether or not changed by the order, the Contracting Officer shall modify the lease by (1) making an equitable adjustment in the rental rate, (2) making a lump sum price adjustment, or (3) revising the delivery schedule.

(c) If such change causes an increase in costs under this contract, the Lessor shall submit any 'proposal for adjustment' (hereafter referred to as proposal) under the clause at 552.270-20, Proposal for Adjustment.

(d) Adjustments for operating expenses in vacant leased premises will be in accordance with the clause at 552.270-25, Adjustment for Vacant Premises.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(f) No services or work for which an additional cost or fee will be charged by the Lessor will be furnished without the prior written authorization of the Contracting Officer or a designated representative of the Contracting Officer.

18. 552.270-20 - PROPOSALS FOR ADJUSTMENT (JUN 1985)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$25,000. The proposal, including all subcontractor work, will contain at least the following details—

- (1) Material quantities and unit costs,
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed),
- (3) Equipment costs,
- (4) Workman's compensation and public liability insurance,
- (5) Overhead,
- (6) Profit, and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$100,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost and pricing data (48 CFR 15.804-2).

(2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds \$100,000 must sign and return the 'Certificate of Current Cost or Pricing Data' (48 CFR 15.804-4), and

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(3) The agreement for 'Price Reduction for Defective Cost or Pricing Data' must be signed and returned (48 CFR 15.804-8).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

19. 52.215-22 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (APR 1988)

(Applies when cost or pricing data is required.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if-

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

20. 52.215-24 - SUBCONTRACTOR COST OR PRICING DATA (APR 1985)

(Applies when the clause 52.215-22, above, is applicable.)

(a) Before awarding any subcontract expected to exceed \$100,000 when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is--

(1) Based on adequate price competition;

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- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
(3) Set by law or regulation.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds \$100,000 when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) above requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data—Modifications.

21. DISPLAY ADVERTISING (APR 1984)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Contracting Officer.

22. 552.270-15 - APPLICABLE CODES AND ORDINANCES (JUN 1985)

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

23. 52.233-1 - DISPUTES (APR 1984)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 USC 601-613)(the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that—

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
- (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

- (3) (i) If the Contractor is an individual, the certification shall be executed by that individual.
(ii) If the Contractor is not an individual, the certification shall be executed by—

- (A) A senior company official in charge at the Contractor's plant or location involved; or
- (B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

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(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contractor Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

24. 52.215-1 - EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, paper, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

25. 552.215-70 - EXAMINATION OF RECORDS BY GSA (APR 1984)

(Applicable to leases which exceed \$25,000.)

The Contractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, paper, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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26. 52.203-3 - GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 552.232-71 - PROMPT PAYMENT (APR 1989)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial

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monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

29. 552.232-72 - INVOICE REQUIREMENTS (VARIATION) (APR 1986)

(This clause applies to payments other than rent.)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

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(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number (to be supplied on individual orders)

(c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

30. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

31. 52.223-2 - CLEAN AIR AND WATER (APR 1984)

(Applicable to leases which exceed \$100,000.)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 USC 7401 et seq.).

"Clean air standards," as used in this clause, means—

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 USC 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 USC 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 USC 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317).

"Compliance," as used in this clause, means compliance with—

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

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"Water Act," as used in this clause, means Clean Water Act (33 USC 1251 et seq.).

(b) The Contractor agrees—

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 USC 7414) and section 308 of the Clean Water Act (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

32. 52.222-26 - EQUAL OPPORTUNITY (APR 1984)

(Applicable to leases which exceed \$10,000.)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

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(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

33. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)

(Applicable to leases which exceed \$10,000.)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

34. 52.219-13 - UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

(Applicable to leases which exceed \$25,000.)

(a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

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"Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

35. 52.222-35 - AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(Applicable to leases which exceed \$10,000.)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Opening that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause—

(1) Includes, but is not limited to, openings that occur in jobs categorized as—

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of

less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

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(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

36. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (MAR 1987)

(Applicable to leases which exceed \$10,000.)

(a) The Contractor agrees to report at least annually, as required by the Secretary of Labor, on:

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(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

37. 52.222-36 - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(Applicable to leases which exceed \$2,500.)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

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(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

38. 52.219-9 -- SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (FEB 1990)

(Applicable to leases which exceed \$500,000.)

This clause incorporates the clause at FAR 52.219-9 by reference. It has the same force and effect as if it were included in full text.

39. 52.219-16 LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN (VARIATION) (AUG 1989)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plans, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled Small and Small Disadvantaged Business Subcontracting Plans, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) The Contractor shall have right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(e) Liquidated damages shall be in addition to any other remedies that the Government may have.

40. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (MAY 1989)

(a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

(1) The name of the subcontractor.

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(2) The Contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(b) The Contractor's compliance with the requirements of 52.209-6 will be reviewed during Contractor Purchasing System Reviews (see FAR Subpart 44.3).

41. 52.203-7 - ANTI-KICKBACK PROCEDURES (OCT 1988)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed

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by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

42. 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY - MODIFICATION (NOV 1990)

(Applicable to leases which exceed \$100,000.)

(a) **Definitions.** The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The contractor agrees that it will execute the certification set forth in paragraph (c) of this clause, when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) **Certification.** As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY - MODIFICATION (NOV 1990)

(1) I, [Name of certifier], am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

(SAMPLE - DO NOT COMPLETE OR SIGN THIS CERTIFICATE. THE CONTRACTING OFFICER WILL SPECIFICALLY REQUEST IT WHEN NEEDED.)

[signature of the officer or employee responsible for the modification proposal and date]

[typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY

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RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

43. 52.203-73 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may —

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

44. 52.203-12 - LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)

(Applies to leases which exceed \$100,000.)

(a) Definitions:

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

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"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of an Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions:

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement.

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(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees:

(A) The portion on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action -

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of -

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that does not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal

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are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes —

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (c) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

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45. NOTIFICATION OF PCB HAZARDOUS CONDITION (NOV 1985)

The lessor shall promptly notify the Contracting Officer and the tenant agency official of any leaks, spills, or other hazardous conditions which involve PCBs in any area of the building.

46. WARRANTY OF SPACE (OCT 1986)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos requirements of this contract. The contracting officer shall notify the lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirements.

(b) If the lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the lessor the costs occasioned to the Government or terminate the lease agreement at no cost to the Government.

(c) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law and under this contract.

(d) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the lessor shall adhere to the Government's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term.

47. 52.223-6 - DRUG-FREE WORKPLACE (JUL 1990)

(Applicable to leases which equal or exceed \$25,000.)

(a) Definitions. As used in this clause, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

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"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible, for contracts of less than 30 calendar days performance duration -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

48. TERMINATION - ERRONEOUS REPRESENTATION CONCERNING POLYCHLORINATED BIPHENYLS (PCB's) AND/OR HAZARDOUS WASTE MANAGEMENT (OCT 1986)

(a) The certification regarding PCB's contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of PCBs has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to remove or retrofit any PCB equipment present in the building, in accordance with EPA regulations, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

(b) The certification regarding hazardous waste management contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of hazardous waste, or inappropriate

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handling thereof, has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to take the necessary action to mitigate the hazardous waste condition, in accordance with local, state and Federal laws, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

49. 552.270-18 - LESSOR'S SUCCESSORS (JUN 1985)

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number # 88-100	Dated 10/8/91
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (FEB 1990) (DEVIATION FAR 52.219-1)

The Offeror represents and certifies as part of its offer that it ☐ is, ☒ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

2. 552.219-70 SMALL BUSINESS SIZE STANDARD (MAR 1987)

The small business size standard applicable to this acquisition is annual average gross receipts of \$10 million or less for the preceding three fiscal years.

3. 52.219-2 - SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990)

(a) Representation. The Offeror represents that it ☐ is, ☒ is not a small disadvantaged business concern.

(b) Definitions.

"Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The Offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

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4. 52.219-3 - WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

(a) Representation. The Offeror represents that it ☐ is, ☒ is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

5. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The Offeror represents that —

(a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☒ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

6. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to other than construction contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that —

(a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rule and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

7. 52.222-21 - CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

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A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
(Approved by OMB under Control Number 1215-0072)

8. 552.203-4 - CONTINGENT FEE REPRESENTATION AND AGREEMENT (MAY 1989)

(a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror —

[Note: The Offeror must check the appropriate boxes. For interpretation of the term 'bona fide employee or agency,' see paragraph (b) of the Covenant Against Contingent Fees clause.]

(1) ☐ Has, ☒ has not, employed or retained any company or persons to solicit or obtain this lease; and

(2) ☐ Has, ☒ has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer —

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

9. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above STEVEN A. GRIGG, GENERAL PARTNER (insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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10. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (DEVIATION)

(Applies to leases which exceed \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☒, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18 UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

12. ASBESTOS REPRESENTATION

The Offeror represents and certifies as part of its offer that the offered space, spaces above suspended ceilings in the offered space, air plenums elsewhere in the building which service the offered space, engineering spaces in the same ventilation zones as the offered space, public spaces, and common use space (e.g. lobbies, hallways) —

(a) ☐ Does, ☒ does not include asbestos-containing materials (ACM). ACM as used in this provision is defined as any materials with a concentration of 1 percent or greater by dry weight of asbestos fibers.

(b) If any of the above areas include ACM, please indicate whether the materials are

- | | |
|--|--|
| (1) friable | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (2) non-friable, in good condition, and located in a place where they are not likely to be disturbed during the term of any ensuing lease contract | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (3) in a solid matrix, already in place, and in good condition | <input type="checkbox"/> Yes <input type="checkbox"/> No |

13. POLYCHLORINATED BIPHENYLS (PCB'S) CERTIFICATION

The Offeror certifies as part of its offer that the building in which the space is offered for lease to the Government —

(a) ☐ Contains, ☒ does not contain transformers with 1 quart or more of PCB fluid.

(b) ☐ Contains, does ☒ not contain other equipment, e.g. capacitors, with one quart or more of PCB fluid. If present, specify the type of equipment _____

(c) If PCB transformers are present, please indicate the number that,

- | |
|--|
| (1) are owned by the building owner _____, and/or by the utility company _____ |
| (2) are leaking _____, are not leaking _____ |
| (3) have overcurrent protection _____, have low current fault protection _____ |
| (4) are inspected quarterly _____ |

14. CERTIFICATION FOR PAST OR PRESENT HAZARDOUS WASTE OPERATIONS (NOV 1987)

To the best of his or her knowledge, the Offeror represents and certifies, as part of the offer that the site upon which space is offered for lease to the Government —

(a) ☐ Was, ☒ was not a site used for any of the operations listed in item b below.

(b) Was a site used for any or all of the following operations:

- | | |
|---|--|
| (1) generation of hazardous waste | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (2) treatment, temporary/permanent storage, or disposal of solid or hazardous waste | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (3) storage of hazardous substances or petroleum products | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (4) used/waste oil storage or reclamation units | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (5) laboratory or rifle range | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (6) chemical manufacturing/storage | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (7) military or intelligence weapons | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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- or ammunition training or testing
(8) ordnance and/or weapons production,
storage, or handling

[] Yes [] No

[] Yes [] No

(c) If any of the above operations ever occurred at the site, the Offeror certifies that appropriate cleanup or other action [] was, [] was not performed in accordance with the local, state and Federal laws.

15. RADON CERTIFICATION *

(a) The Offeror certifies as part of its offer that the portion of the space proposed for lease or acquisition by the Government which is in ground contact or closest to the ground (i.e., if space offered is on floors 4 through 8, certification is required for the 4th floor only) has been measured for radon. Radon detectors were placed throughout the required area to ensure each detector covered no more than 2,000 square feet of space. Radon analyses were performed by a laboratory successfully participating in the Environmental Protection Agency-sponsored Radon Measurement Proficiency Program. The highest radon level was found to be —

- [] Below 4 picocuries per liter (pCi/l)
[] 4 pCi/l or greater, but less than 200 pCi/l
[] 200 pCi/l or greater

* Lessor agrees to measure for radon levels once construction is completed. If radon levels exceed acceptable levels specified in the Lease, Lessor agrees to take corrective action at Lessor expense

(b) The highest radon level measured was _____.

(c) The measurement method used was _____.

16. 52.223-1 - CLEAN AIR AND WATER CERTIFICATION (APR 1984)

(Applicable if the offer exceeds \$100,000 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Offeror certifies that—

(a) Any facility to be used in the performance of this proposed contract [] is, [X] is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract. (Approved by OMB under Control Number 3090-0130.)

17. 52.223-5 - CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

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(b) By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, that, no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible, for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed, it will -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

- (i) The dangers of drug abuse in the workplace;
- (ii) The contractor's policy of maintaining drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the contracting officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position and title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

(c) By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract resulting from this solicitation.

(d) Failure of the Offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

18. 52.204-3 TAXPAYER IDENTIFICATION (SEP 1989)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

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"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) The Offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☒ TIN: (b) (4)
☐ TIN has been applied for.
☐ TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
☐ Other. State basis.

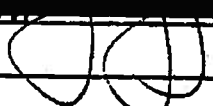
(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
☐ Other corporate entity;
☐ Not a corporate entity;
☐ Sole proprietorship
☒ Partnership
501(a). ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
Name and TIN of common parent:
Name _____
TIN _____

19. OFFEROR'S DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: _____

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) Steven A. Grigg President Republic Properties Corporation 1130 Connecticut Avenue, NW, #650 Washington, D.C. 20036	Telephone No. (202) 785-874
	Signature 	Date 8 OCT 91

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